

Remarks

The above amendments and these remarks are in reply to the Office Action dated September 7, 2004. Claims 1-33 were pending in the application prior to the outstanding Office Action. In the Office Action, the Examiner rejected claims 1-33. The present response amends claims 11 and 27, and cancels claim 12 (the features of which have been added to claim 11), leaving for the Examiner's consideration claims 1-11 and 13-33. Reconsideration of the rejections is requested.

I. Summary of Rejections

Claims 1-5, 8-10, 14-21, 24-26 and 29-33 were rejected under 35 USC §102(e) as allegedly being anticipated by US Patent 6,598,067 to Wydra et al. (hereafter referred to simply as "Wydra").

Claims 6, 7, 11-13, 22, 23, 27 and 28 were rejected under 35 USC §103(a) as allegedly being unpatentable over Wydra et al. in view of US Patent 5,781,711 to Austin et al. (hereafter simply referred to as "Austin").

II. Discussion of Claims

A. Claims 1-7

Claim 1 requires:

- "selecting a program, subsequent to receiving the job ..., which may be used in executing the job;"
- "preparing a batch job by associating the selected program with the job;" and
- "transmitting the batch job toward the batch job execution system."

It was asserted in the Office Action that these features of claim 1 are taught by column 11, lines 23-33 and column 5, lines 54-67 of Wydra. For at least the following reasons, Applicants respectfully disagree.

Wydra states that when "the client computers 22 request a service to be performed" the "service broker 30 section of the ASF [Application Server Framework] determines whether the application server 24 to which the client computer 22 is coupled can execute the requested service." If the application server 24 to which the client is coupled **can** execute the requested service, "then the service broker 30 interfaces with the listener 32 section of the ASF residing on the application server 24, and transmits the service request to the listener 32" (see column 5, lines 54-67). However, as indicated at column 6, lines 19-28, "[i]f the application server 24 to which the client computer 22 making the request for service **cannot** execute the requested service, then the service broker 30 section of the ASF determines whether the client computer 22 making the request can also execute the service. ... If so, then the service broker 30

interfaces with the client code residing on the client computer 22 to fulfill the service request." In other words, in Wydra, a client computer 22 will transmit a service request to an application server 24 to which the client is coupled, only if the application server 24 can execute the service request. Otherwise, the client will fulfill the service request itself, if it is capable of doing so.

Even if it is assumed that the "requested service" of Wydra is analogous to a "job" in claim 1, Wydra still does not teach or suggest "selecting a program, subsequent to receiving the job ..., which may be used in executing the job," as is required by claim 1. Rather, as just explained above, the client computer 22 in Wydra transmits a service request (job) to an application server only if the application server can execute the requested service (job). Otherwise (i.e., if the application server cannot execute the job), the client executes the requested service (job) itself. There is no discussion at all in Wydra of "selecting a program ... which may be used in executing a job."

Further, Wydra does not teach or suggest "preparing a batch job by associating the selected program with the job; and, transmitting the batch job toward the batch job execution system," as is required by claim 1. It was alleged in the Office Action that Wydra teaches this when it says "the service broker 30 interfaces with the listener 32 section of the ASF residing on the application server 24, and transmits the service request to the listener 32" (see column 5, lines 54-67). However, this portion of Wydra merely says that the client computer 22 of Wydra will transmit a service request (job) to the listener 32 of the application server 24 to which the client is coupled, if the application server 24 can execute the requested service (job). There is no discussion at all in Wydra of "preparing a batch job by *associating the selected program with the job*." Further, there is not discussion in Wydra of "transmitting *the batch job* [which was prepared by associating the selected program with the job] toward the batch job execution system." At best, Wydra simply transmits a service request (job) to an application server.

For at least the reasons discussed above, Applicants respectfully request that the 102(e) rejection of claim 1 be withdrawn.

Applicants also believe that **claims 2-7**, which depend from claim 1, are patentable over Wydra for at least the reasons discussed above, as well as for the additional features that they add. Some of these additional features are discussed below.

Claim 2 requires that the "first part of the program [selected and associated with a job, in claim 1] comprises: at least one step, wherein the step identifies a service which is offered by the batch job execution system which can be used in executing at least a portion of one of the tasks of the batch job; and, scheduling information, which organizes the order in which the steps may be performed by the batch job execution system and whether the steps may be performed independent of one another or in parallel

with one another." By providing "scheduling information" that indicates "whether the steps may be performed independent of one another or in parallel with one another" the batch job execution system allows execution of tasks with maximum parallelism (e.g., as explained at page 16, line 16 - page 17, line 14 of the specification).

It was alleged in the Office that column 6, lines 1-18 and column 4, lines 51-67 of Wydra teach the "scheduling information" included in the first part of the program. More specifically, it was alleged that column 4, lines 51-67 of Wydra teaches scheduling information indicating "whether the steps may be performed independent of one another or in parallel with one another." This part of Wydra merely says that load balancing can be performed, and that job scheduling across multiple applications servers can be accomplished. However, this part of Wydra does not specifically teach or suggest that the load balancing or scheduling across multiple servers is based on "whether the steps may be performed independent of one another or in parallel with one another." Rather, it is more likely the Wydra performs load balancing or scheduling across multiple servers by assigning separate service requests (jobs) to separate service providers. In other words, Wydra performs load balancing by assigning separate jobs to separate servers (i.e., on a job by job basis). In contrast, in the present invention, the scheduling information indicates whether individual steps (relating to a task, of which there can be multiple tasks for a single job) may be performed "independent of one another or in parallel with one another." There is no indication in Wydra that during load balancing there is any information that indicates whether steps (of a single job) can be performed independent or in parallel with one another.

For at least this additional reason, Applicants again respectfully request that the 102(e) rejection of claim 2, based on Wydra, be withdrawn.

Claim 4 requires that the program selected at claim 1 (which may be used in executing the job) is selected from a plurality of programs stored in a library, wherein the programs are capable of being executed by the batch job execution system." It was alleged in the Office Action that column 12, lines 6-16 of Wydra teaches this. This portion of Wydra explains that the listener 32 of "the primary application server determines which of the other application servers or the primary application server should execute the service requested by the client computer 22, based upon which application server(s) is/are designated to execute the requested service, and the load each application server(s) designated to execute the requested service is carrying." In other words, this portion of Wydra relates to load balancing. However, Wydra clearly does not teach or suggest selecting a program from a plurality of programs stored in the library, so that the program can be associated with a job (to create a batch job), as is required by claims 4 and 1.

For at least this additional reason, Applicants again respectfully request that the 102(e) rejection of claim 4, based on Wydra, be withdrawn.

B. Claims 8-10

Claim 8, which relates to a method for preparing a batch job, requires:

- "creating a step for each task, wherein the steps comprise a first reference to the determined service type needed to perform the task, and a second reference to the task;"
- "determining an efficient way to organize the created steps for execution by the batch job execution system;"
- "preparing a program which comprises the created steps, and the organization of steps for execution by the batch job execution system;" and
- "transmitting the batch job and the prepared program toward a second part of the batch job execution system."

It was alleged in the Office Action that column 5, lines 54-67 of Wydra teaches "preparing a program which comprises the created steps, and the organization of steps for execution by the batch job execution system," and "transmitting the batch job and the prepared program toward a second part of the batch job execution system." However, this portion of Wydra merely says that the client computer 22 of Wydra will transmit a service request (job) to the listener 32 of the application server 24 to which the client is coupled, if the application server 24 can execute the requested service (job); and that the service broker 30 will keep track of which application server is executing which service request. However, this portion of Wydra clearly does not teach or suggest, "*preparing a program which comprises the created steps, and the organization of steps* for execution by the batch job execution system," as is required by claim 8.

Wydra discusses using load balancing (e.g., at column 12, lines 6-31). However, Wydra's load balancing is on a service request by service request (i.e., job by job) basis. In contrast, in claim 8, a batch job includes at least one task, and a step is created for each task before an efficient way for organizing the steps is determined. Additionally, in claim 8, a program is prepared, where the program includes the created steps and the determined organization. Further, in claim 8, the batch job and the prepared program (including the created steps and the determined organization) are transmitted toward a batch job execution system. Accordingly, in claim 8, the efficient organization is on a step by step basis, where there can be many steps associated with a single job. In contrast, as mentioned above, any load balancing in Wydra appears to be on a job by job basis.

For at least the reasons discussed above, Applicants respectfully request that the 35 U.S.C. 102(e) rejection of claim 8, and its dependent claims 9-10, be withdrawn.

C. Claims 11-13

As is clear from claim 11, the steps of the method of claim 11 relate to a session between a service provider and a remote platform. More specifically, the steps of claim 11, which are performed by the service provider, describe a method in which the service provider can utilize the remote platform to convert information.

Claim 11 has been amended to include the features of claim 12, now canceled. More specifically, claim 11 requires that "the step of making a call to start a session [with a remote platform] further comprises creating a unique address which identifies the session; and the step of making a call to end the session [with the remote platform] terminates the unique address." In the rejection of claim 12, it was alleged in the Office Action that column 11, lines 3-20 of Austin teaches these features. However, column 11, lines 3-20 of Austin merely discusses a bus gateway device that provides an interface between a host bus and a video bus by translating virtual address to real addresses.

There is nothing in Austin or Wydra, alone or in combination, that teaches or suggests that "the step of making a call to start a session further comprises creating a unique address which identifies the session" as is required by claim 11 as amended. Further, there is nothing in Austin or Wydra, alone or in combination, that teaches or suggests that "the step of making a call to end the session terminates the unique address", as is also required by claim 11 as amended.

For at least the reasons discussed above, Applicants respectfully request that the rejections of claim 11, and its dependent claim 13, be withdrawn.

D. Claims 14-16

Claim 14 is directed to a method for preparing and executing a task of a batch job execution system. The method includes "creating a plurality of steps, in response to receiving the task, which must be executed by a plurality of other service providers in order to complete the task." In other words, in response to receiving a task, a plurality of steps (that must be executed in order to complete the task) are created, wherein the plurality of steps must be executed by a plurality of other service providers.

In rejecting claim 14, it was asserting in the Office Action that column 7, lines 50-64 of Wydra teaches the above mentioned claimed features. This portion of Wydra explains that an instance of a process can be created to execute jobs (or services) when the jobs (or services) are scheduled to be executed. This portion of Wydra also explains that the connection controller 34 can be instructed to create a connection to a server 26. However, this portion of Wydra does not teach or suggest that a plurality of steps can be created in response to receiving a single task, wherein the plurality of created

steps must be executed by a plurality of other service provides in order to complete the task, as is required by claim 14.

For at least the reasons discussed above, Applicants respectfully request that the 35 U.S.C. 102(e) rejection of claim 14, and its dependent claims 15-16, be withdrawn.

E. Claims 17-23

The apparatus of claim 17 includes a client which is for "selecting a program ... wherein the program may be used in executing the job", "preparing a batch job by associating the selected program with the job" and "transmitting the batch job toward the batch execution system." For reasons similar to those discussed above with regards to claims 1-7, Applicants believe that claim 17, and its dependent claims 18-23, are patentable over Wydra.

F. Claims 24-26

The apparatus of claim 24 includes a service provider, for "determining for the tasks of the batch job a service type, offered by a service provider of the batch job execution system, which may be used for preparing the task" and "creating a step for the tasks, wherein the step comprises a reference to the determine service type needed to perform the task, and a reference to the task." Applicants believe that claim 24, and its dependent claims 25-26, are patentable over Wydra for reasons similar to those discussed above with reference to claim 8.

G. Claims 27-28

Applicants believe that claim 27 as amended, and its dependent claims 28, are patentable over Wydra for reasons similar to those discussed above with reference to claim 11 as amended.

H. Claim 29

Applicants believe that claim 29 is patentable over Wydra for reasons similar to those discussed above with reference to claim 14.

I. Claim 30

Applicants believe that claim 30 is patentable over Wydra for reasons similar to those discussed above with reference to claim 17.

J. Claim 31

Applicants believe that claim 31 is patentable over Wydra for reasons similar to those discussed above with reference to claim 8.

Conclusion

In light of the above, it is respectfully requested that all outstanding rejections and objections be reconsidered and withdrawn. The Examiner is respectfully requested to telephone the undersigned if he can assist in any way in expediting issuance of a patent.

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 06-1325 for any matter in connection with this response, including any fee for extension of time, which may be required.

Respectfully submitted,

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